

SIDE LETTER NO. 1
TO AGREEMENT NO. C2019 179
BETWEEN
THE CITY OF NAPA
AND
THE NAPA CITY FIREFIGHTERS' ASSOCIATION

The City of Napa ("City") and the Napa City Firefighters' Association ("NCFA") are parties to a Memorandum of Understanding (City Agreement No. C2019-179; hereinafter "MOU") with a term of July 1, 2018 through June 30, 2021. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU, now and in the future.

The parties hereby agree to interpret and implement the MOU as described in this Side Letter No. 1.


- 1) In MOU Section 10.2(b), there is a provision that a specified certificate pay of \$50 per month will cease at the earlier of: (i) when the employee achieves the State Fire Training Level 2 Fire Officer/Company Officer Certificate, or (ii) after 24 months. For the reasons summarized below, the parties' hereby agree to interpret this 24-month time period to end on November 2, 2019.
 - a) The 24-month timeframe was intended to implement a provision in the 2017 Amendment No. 2 to City Agreement No. C2015 276 (the previous MOU between the City and NCFA), in response to changes at the State level that affected eligibility requirements to receive the California State Fire Training certificate. Effective July 1, 2017, members were given a period of up to 24 months to complete the required Task Book required for the State Fire Training Level 2 Fire Officer/Company Officer Certificate Program, including completion of the City of Napa requirements to become an acting Captain. Thus, the initial understanding of the parties was that the 24-month time period would end on June 30, 2019.
 - b) On June 22, 2018, the Napa Fire Department announced via e-mail that the Department's new Acting Captain Program would be delayed by approximately four months due to pending program updates.
 - c) In order to equitably implement the parties' intent regarding the 24-month time period, in light of the four-month delay for reasons outside the control of NCFA members, the City and NCFA hereby agree to interpret the 24-month time period to end with the pay period ending November 1, 2019. This interpretation will have an impact on five NCFA members who will continue to receive the \$50 per month certificate pay (Jake Fonville, Matt Gonsalves, Paul McRoberts, Steve Streif and Scott Wilkes).
- 2) MOU Section 20.5 documents the City's contribution to the dental benefits of NCFA members in amounts that are not rounded off to whole dollar amounts. In order to implement the dental benefits in a manner that is consistent with other City employees, the parties hereby agree to round off the benefit amounts to whole dollars. Thus, the City will contribute the following monthly amounts for dental benefits, effective September 1, 2019:

Employee only	\$ 53.00
Employee plus one	\$ 90.00
Family	\$138.00


- 3) The individuals signing this Side Letter No. 1 represent and warrant that they have the right, power, legal capacity, and authority to sign this Side Letter on behalf of the respective legal entities of the

City and NCFA. Therefore, the agreements documented in this Side Letter No. 1 are approved by the parties on the dates set forth below.

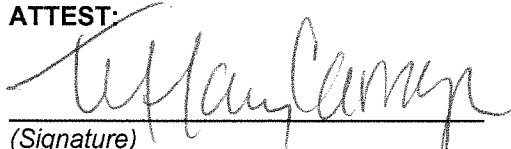
Dated: August 22, 2019

By: 
Desiree Brun, Deputy City Manager
City of Napa

Dated: August 22, 2019

By: 
Mitchell Caldwell, President
Napa City Firefighters' Association


ATTEST:


(Signature)
TIFFANY CARRRANZA, City Clerk

COUNTERSIGNED:


(Signature)
SASHA PAYASLIAN, Deputy City Auditor

APPROVED AS TO FORM:


(Signature)
MICHAEL W. BARRETT, City Attorney